

# UNITED STATES RAILWAY LEASING CO.

A SUBSIDIARY OF  EVANS PRODUCTS COMPANY

TRANSPORTATION SYSTEMS & INDUSTRIAL GROUP

2200 EAST DEVON AVENUE, DES PLAINES, ILLINOIS 60018 (312) 297-3200

RECORDATION NO. 8188-227 Filed & Recorded

JUN 15 1977-11 02 AM

INTERSTATE COMMERCE COMMISSION

June 14, 1977

RECORDATION NO. 8188 TT Filed & Recorded

JUN 15 1977-11 02 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 81882181 Filed & Recorded

Office of the Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

JUN 15 1977-11 02 AM

INTERSTATE COMMERCE COMMISSION

RE: Eighth Amendment to Chattel Mortgage  
Dated as of June 1, 1977

JUN 15 1977  
Date  
Fee \$ 30

Gentlemen:

ICC Washington, D. C.

Pursuant to Section 20c of the Interstate Commerce Act and the rules and regulations promulgated thereunder, as amended, we hand you herewith for filing eleven (11) fully executed counterparts of the above referenced Eighth Amendment, and twelve (12) fully executed counterparts of two (2) separate Assignments of Lease, each dated as of June 1, 1977, all as more fully described herein.

The parties to the Eighth Amendment are:

Mortgagor: United States Railway Leasing Company  
2200 East Devon Avenue  
Des Plaines, Illinois 60018

Mortgagee: Continental Illinois National Bank and  
Trust Company of Chicago, as Agent  
231 South LaSalle Street  
Chicago, Illinois 60693

The parties to the two (2) separate Assignments of Lease are:

Assignor: United States Railway Leasing Company  
2200 East Devon Avenue  
Des Plaines, Illinois 60018



JUN 15 1977  
FEE OPENING BR.  
10.00  
JUN 15 1977

*Concluded - C. F. Haggler*

Office of the Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423  
June 14, 1977

Assignee: Continental Illinois National Bank and  
Trust Company of Chicago, as Agent  
231 South LaSalle Street  
Chicago, Illinois 60693

A description including lettering and car numbers of the equipment being added by the Eighth Amendment and a description of the Leases covered by the Assignments of Lease are contained in Schedule A hereto. The Eighth Amendment and Assignments of Lease relate to that certain Chattel Mortgage dated as of January, 1976 and recorded with the Interstate Commerce Commission as Document No. 8188. Accordingly, the Eighth Amendment and the Assignments should be filed as subfiles under that number.

Enclosed is Rosenthal and Schanfield Check No. 21282 in the amount of \$30.00 in payment of all applicable recording fees.

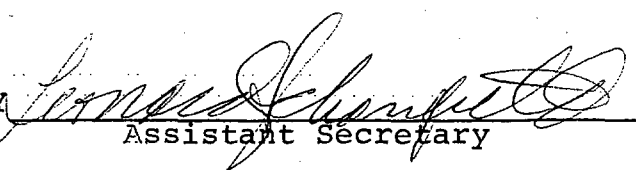
Since the above mentioned documents are being delivered to you by hand, we would appreciate it if you could return to the person delivering the same duly stamped copies of the documents not required to be kept by you. If this is not possible, please return the same by mail to:

I. Walter Deitch, Esq.  
ROSENTHAL AND SCHANFIELD  
55 East Monroe Street, Suite 4620  
Chicago, Illinois 60603

Very truly yours,

UNITED STATES RAILWAY LEASING  
COMPANY

BY

  
Assistant Secretary

LS:nev  
Enclosures

SCHEDULE A

DESCRIPTION OF CARS AND LEASES

<u>TYPE OF CAR</u>	<u>QUANTITY</u>	<u>LESSEE</u>	<u>LEASE DATE</u>	<u>TERM (YRS.)</u>	<u>CAR NUMBERS (BOTH INCLUSIVE)</u>	<u>TOTAL COST</u>	<u>COLLATERAL VALUE</u>
52'5" 100 Ton Side Slider Cars	40	Louisiana Pacific Corporation	3-2-77	5	MILW 150400-150439	\$1,651,456	\$1,201,059
50'6" 70 Ton Boxcars	79	The Pickens Railroad Company	5-9-74	15	NSL 100515-100593	2,140,771	1,712,617

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**OFFICE OF THE SECRETARY**

**6/6/77**

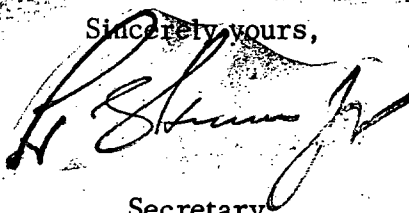
**6/15/77**

**I Walter Deitch  
Rosenthal & Schanfield  
55 East Monroe St.  
Chicago, Ill. 60603**

**Dear Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **6/15/77** at **11:00**, and assigned recordation number(s) **8188-TT, 8188-UU, 8188-VV**

**Sincerely yours,**



**Secretary**

**Enclosure(s)**

**SE-30  
(5/76)**

JUN 15 1977 -11 00 AM

defined) and that the payments are thereafter to be made to Agent, or its successors; and in furtherance of this Assignment and transfer, the Company does hereby authorize and empower Agent in the event of notice of a default as aforesaid, in its own name to sue for, collect, receive and enforce all payments to be made to the Company by the Lessee under and in compliance on the part of the Lessee with the terms and provisions of the Lease, to exercise all of the rights of the Company under any of the provisions of the Lease, and in its discretion to take any action under the Lease or with respect to the Cars as the Company could have taken thereunder if it had not assigned and transferred its rights therein, provided that nothing herein shall obligate Agent to take any action under the Lease or in respect of the Cars.

2. The Company warrants and covenants (a) that on the date hereof title to the Cars and the Lease (subject to this Assignment and the rights of the Lessee under the Lease) is vested in the Company, that it has good and lawful right to grant a security interest in the Cars and to assign the Lease as provided in the Security Agreement and herein and that its right and title thereto is free (excepting only liens for ad valorem taxes not now in default) from all liens and encumbrances, subject, however, in each case to the rights of the Lessee under the Lease and to the rights of the assignee hereunder; and (b) that notwithstanding this Assignment, it will perform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by the Company. The Company will cause notice of this Assignment forthwith to be given to the Lessee (together with a copy of this Assignment).

3. The Company represents and warrants that the Lease has been duly authorized and executed by it and covenants that it will, from time to time, at the request of Agent, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as Agent may reasonably request to give effect to the provisions hereof and to confirm the right, title and interest hereby assigned and transferred to Agent or intended so to be.

4. Pursuant to the terms of the Security Agreement and this Assignment, the Company shall not without the prior consent of Agent:

(a) terminate, modify or accept a surrender of, or offer or agree to any termination, modification, or surrender of, the Lease (except as otherwise expressly provided in the Security Agreement) or by affirmative act consent to the creation or existence of any security interest or other lien to secure the payment of indebtedness upon the leasehold estate of the Company created by the Lease; or

(b) receive or collect or permit the receipt or collection of any rental payment under the Lease prior to the date for payment thereof provided for by the Lease or assign, transfer or hypothecate (other than to the Agent under the Security Agreement) any rent payment then due or to accrue in the future under the Lease in respect of the Cars; or

(c) sell, mortgage, transfer, assign or hypothecate (other than to Agent under the Security Agreement) its interest in the Cars or any part thereof or in any amount to be received by it from the use or disposition of the Cars.

5. When the Credit (as defined in the Revolving Credit Agreement, dated as of January 19, 1976, among the Company, the Agent, as agent thereunder, and the banks parties thereto (herein called Credit Agreement)) has terminated, and upon full discharge and satisfaction of all indebtedness secured by the Security Agreement, the assignment made hereby shall terminate and all estate, right, title and interest of Agent in and to the Lease shall cease and revert to the Company. Agent agrees that upon termination of said Credit and satisfaction of the indebtedness as aforesaid or upon proper request by the Company pursuant to Section 4 of the Security Agreement, it will execute and deliver to the Company a release or reassignment of its interest hereunder as the Company may request.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, as of the 1st day of June, 1977.

ATTEST:

UNITED STATES RAILWAY LEASING COMPANY

By

G. J. Blumenson  
Vice President

Robert B. Lange  
Assistant Secretary

ACCEPTED:

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO, as  
Agent under the Security Agreement  
and the Credit Agreement

ATTEST:


By

Charles E. Smith  
Vice President

W. J. Bond  
Operations Officer

STATE OF ILLINOIS     )  
                              ) SS.  
COUNTY OF C O O K    )

On this 12<sup>th</sup> day of June, 1977, before me  
personally appeared G. L. Solomonson  
and Laurence P. Prange to me  
personally known, who being by me duly sworn, say that they  
are, respectively, the Vice President and Assistant Secretary  
of UNITED STATES RAILWAY LEASING COMPANY, an Illinois corporation,  
that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation, that said instrument was signed and  
sealed on behalf of said corporation by authority of its Board  
of Directors, and that they acknowledged that the execution of the  
foregoing instrument was the free act and deed of said corporation.

  
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Notary Public

My Commission expires My Commission Expires Sept. 22, 1978

STATE OF ILLINOIS     )  
                              ) SS.  
COUNTY OF C O O K    )

On this 13<sup>th</sup> day of June, 1977, before me  
personally appeared Charles E. Smith  
and W. J. Bond to me  
personally know, who being by me duly sworn, say that they are,  
respectively, the Vice President and Operations Officer of  
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO,  
a national banking association, that the seal affixed to the  
foregoing instrument is the corporate seal of said association,  
that said instrument was signed and sealed on behalf of said  
association by authority of its Board of Directors, and they  
acknowledged that the execution of the foregoing instrument was  
the free act and deed of said association.

  
\_\_\_\_\_  
Notary Public

My Commission expires MY COMMISSION EXPIRES FEBRUARY 14, 1980